life insurance contracts. 2 MAY, INSURANCE, (3rd ed.) 717; *N. Y. Life Ins. Co.* v. *Statham,* 93 U. S. 24; *N. Y. Life Ins. Co.* v. *McMaster,* 90 Fed. 52; *Haas* v. *Mut. Life Ins. Co.,* 84 Neb. 682; *Manhattan Life Ins. Co.* v. *Warwick,* 20 Grat. (Va.) 614; *Ruse* v. *Mut. Ben. Life Ins. Co.,* 26 Barb. 556; *Murray* v. *State Life Ins. Co.,* 151 Fed. 539; *Ingersoll* v. *Mut. Life Ins. Co.,* 156 Ill. App. 568. One of the earliest cases to sanction this rule and the one most frequently referred to is that of *Woodfin* v. *Insurance Co.,* 6 Jones (N. C.) 558, decided in 1859. As stated in *N. Y. Life Ins. Co.* v. *Statham,* supra, "each installment is part consideration of the entire insurance for life. There is no proper relation between the annual premium and the risk of assurance for the year in which it is paid."

RAILROADS—EMINENT DOMAIN PROCEEDINGS.—Condemnation proceedings were brought by the complainant to acquire certain lands for the purpose of constructing a line of railroad to connect their coal fields with the lines of the I. C. R. R. Co. From a judgment in a certain amount the complainant appeals, largely upon the ground that certain evidence offered by the complainant had been excluded. The evidence excluded sought to establish the extent of the benefit that would accrue to the remaining lands of the defendant, by showing how land along the line of the railroad company, some seven miles distant from the parcel of land in the case, had increased in value as a result of the construction of that line. *Held,* that the evidence was properly excluded. *West. Ky. Coal Co.* v. *Dyer,* (Ky. 1914) 170 S. W. 967.

Although the question in this case arose as a point in the law of evidence, the correctness of the ruling depends upon the legal rules for determining the damages in eminent domain cases. When an entire tract of land is taken the measure of damages is the market value of the tract in money, *Gardner* v. *Brookline,* 127 Mass. 358. When, however, only a part is taken, just compensation includes damages to the remainder, being measured by the decrease in the actual fair cash market value of such part not taken, *Kiernan* v. *Chi. &c. Ry Co.,* 123 Ill. 188. In considering these damages, however, the remainder must be taken as a whole, and cannot be restricted to any small part thereof, *Page* v. *Ry. Co.,* 70 Ill. 324; *Schuylkill River R. R. Co.* v. *Stocker,* 128 Pa. St. 233. Under such a doctrine, benefits accruing to the remainder can be properly set off against damages to it. *Neilson* v. *Chi. &c. Ry Co.,* 58 Wis. 516. It was undoubtedly on such a theory that the complainant offered his evidence. However, the real question in this case extended further than the one touched in those cases, being rather as to a proper method for determining such depreciation in market value. Evidence of the sales of other lands similarly situated is admissible, *St. L. &c. R. R. Co. v. Haller,* 82 Ill. 208. But the lands must be similarly situated, and if the purpose is to measure the depreciation in the remainder, ought logically to have been affected by the same or a similar force. It was on this point that the evidence offered failed to meet the requirements of the legal rule, the court holding that the differences in the character of the

railroads in the two cases was such that the effects upon valuation in the one, would furnish no safe guide in determining the effects of the railroad in the instant case upon the value of the lands in question.

SALES—AGENCY OR SALE.—A contract between a fertilizer company and a dealer provided that it would furnish him with fertilizers at specified prices, to be sold at such advance prices as he might elect, such advance to constitute his entire commission and profit. By August 1st, and October 1st of each year the dealer was to make full settlement in cash or notes of purchasers, indorsed by him, and to guarantee the payment of all notes and accounts. He was to hold all fertilizers as the company's property, and to store and insure same at his expense for its account. When the fertilizers were sold, the entire proceeds of the sales, including cash, notes, open accounts and collections were to be turned over to the company until his obligation to it had been settled in full. *Held,* that, when the agreement was fully performed by a complete settlement for the fertilizers received by the dealer, the result would be precisely the same as if there had been a sale, but until that time the relation was that of bailor and bailee or principal and agent. *In Re Handy,* (1915) 218 Fed. 956.

It does not appear clearly from the report, whether or not the dealer was allowed to return all unsold fertilizers. The language of the court is as follows, "By such agreement the parties intend that when it is fully performed the result will be precisely the same as if the goods had been sold by the one to the other, but until that time the original owner of them shall have all the security he would have, had the other party been his sales agent and nothing more." If the agreement was that the dealer could return the unsold fertilizers, then this would be an agency contract, for such a contract signifies that if there is no sale there is no debt. *In Re Smith & Nixon Piano Co.,* 149 Fed. 111; *Ludvich* v. *Am. Woolen Co.,* 231 U. S. 522; *Conable* v. *Lynch,* 45 Iowa 84. If, as the language of the court would seem to indicate, the dealer was to account for all the fertilizers, whether sold or unsold, the holding in the principal case is inconsistent with a long line of authority in this country. Such contracts have been construed by a majority of courts, as conditional sales. *Snelling* v. *Arbuckle Bros.,* 104 Ga. 362; *Herry Ford* v. *Davis,* 102 U. S. 235; *Arbuckle* v. *Gates & Brown,* 95 Va. 802; *Arbuckle Bros.* v. *Kirkpatrick,* 98 Tenn. 221. Some English cases have gone further than this and have held that "if the consignee is at liberty to sell at any price he likes, but is to be bound, if he sells the goods, to pay the consignor at a fixed price and time, then the relation is not that of principal and agent. The alleged agent is, in such a case, making a contract of purchase with his alleged principal." *Ex Parte White,* 6 Ch. App. 397.

SLANDER OF TITLE—MALICE AN ESSENTIAL ELEMENT.—Plaintiff brought an action for damages resulting from a libelous communication sent by defendant company to plaintiff's customers, charging plaintiff with infringing defendant's patent in connection with a certain article sold. *Held,* plaintiff must show, not merely that the article in question was not an infringement, but